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SUITE 115

MIAMI, FL 33180

EXAMINER

COBANOGLU, DILEK B

ART UNIT

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3626

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

09/982,274

Applicant(s)

LEVIN ET AL.

Examiner

DILEK B. COBANOGLU

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 22 January 2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-10, 12 and 14-17 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-10, 12 and 14-17 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____.
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____.
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____.

DETAILED ACTION

Notice to Applicant

1. This communication is in response to amendment received on 1/22/2008. Claims 11 and 13 have been canceled. Claims 1-10, 12, 14-17 remain pending in this application.

Specification

New Matter

2. The amendment filed 1/22/2008 is objected to under 35 U.S.C. 132(a) because it introduces new matter into the disclosure. 35 U.S.C. 132(a) states that no amendment shall introduce new matter into the disclosure of the invention. The added materials which is not supported by the original disclosure is as follows:

A. “defining, by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan”, “offering, by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members”. In particular, Applicant does not point to, nor was the Examiner able to find, any support for “insurance provider define at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan”; the present application recites in par: [0029] The method of the invention rewards members for utilizing approved health clubs/gymnasiums or other fitness schemes. In the present example, members

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are rewarded for utilizing such facilities as Health and Racquet Clubs, Run/Walk for Life, Smokenders and Weigh-Less. New scheme members belonging to these organizations are able to claim credit points as indicated in FIG. 3. FIG. 4 shows the procedure followed by a member to join a Health and Racquet Club and to record his or her membership with the scheme. FIG. 5 is a similar diagram, showing the procedure followed when the member joins Run/Walk for Life.” Therefore member (employee) goes and joins to a gym or any program, these programs are not necessarily offered by the insurance provider. As recited, the method of the invention rewards members for utilizing approved health clubs/gymnasiums or other fitness schemes, not the insurance provider.

B. “monitoring, by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member”. In particular, Applicant does not point to, nor was the Examiner able to find, any support for “insurance provider monitors the usage of the facilities and/or services”, the present application recites in par: [0030] FIGS. 6 and 7 show the procedure followed by **the member when visiting a Health and Racquet Club or Run/Walk for Life, ensuring that a record is made of the visits**. FIGS. 8 and 9 show the procedure to be followed in the event that membership of a Health and Racquet Club or Run/Walk for Life lapses and must be re-activated.” Therefore the member makes sure that a record is made for the visit to the facility, which is done anyhow in any fitness club for the access to the facility.

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3. Therefore nowhere in the present application's specification the insurance provider is defining, offering and monitoring services. The summary of the invention according to the specification is: par: [0006]- [0011] According to the invention a method of managing the use of a medical scheme by members thereof includes: defining a plurality of health-related facilities and/or services; offering the facilities and/or services to members of the medical scheme; monitoring use of the facilities and/or services by each member; allocating a credit value to each member according to their use of the facilities and/or services; and allocating rewards to members who accumulate credit values exceeding predetermined values.
4. Applicant is required to cancel the new matter in the reply to this Office Action.

Claim Rejections - 35 USC § 112

5. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

6. Claims 1 and 14 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter, which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. The limitation “defining, by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan”, “offering, by the

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insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members and monitoring, by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member" was not described in the originally filed specification.

7. The new matter and 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement rejection of limitation "receiving a premium or contribution payment from the members of the medical insurance scheme" has been withdrawn in light of the amendments. Examiner thanks the Applicant for providing the "definition" of "business of medical scheme" described in par. [0012]- [0016]. Examiner also considers that a member of a medical scheme (or insurance plan) pays a fee in order to be a member, as in present specification, par. [0026] The operation of the invention is illustrated graphically in the flowcharts of FIGS. 1 to 12. FIG. 1 shows **the procedure followed by a new employer joining a medical scheme** (i.e. traditional indemnity health insurance plan) that utilizes the present invention. (In the specification, reference is made to the "Vitality" program of the applicant. It should be appreciated that the described scheme may not correspond exactly to medical schemes operated by the applicant from time to time.) Examiner considers that the employees of that employer would pay a premium or contribution to enroll in a medical scheme.

8. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter, which the applicant regards as his invention.

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A. Claim 15 has been amended now to recite “the members only pay a once off activation fee to gain access to the at least one of a plurality of health-related facilities and a plurality of health-related services”. It is not clear what kind of fee and/or premium member has to pay; is it the premium or contribution of payment for the insurance coverage, or activation fee for plurality of health related facilities and/or services or both. It’s not clear if the member is an employee, who enrolls the medical plan, or the employer, which joins the medical plan (specification, par. [0026]). Applicant point out the paragraphs [0012]- [0016]; these paragraphs are only definition of “business of a medical scheme” taken from The South African "Medical Schemes Act, No. 131 of 1998", Chapter 1, Section 1. According to the definition “medical scheme” means “. . . the business of undertaking liability in return for a premium or contribution”. It’s a definition of what a medical insurance is. It’s not describing the members only pay a once off activation fee to gain access to the at least one of a plurality of health-related facilities and a plurality of health-related services.

Claim Rejections - 35 USC § 103

9. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

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NOTE: The following rejections assume that the subject matter added in 1/22/2008 amendment are NOT new matter, and are provided hereinbelow for Applicant's consideration, on the condition that Applicant properly traverses the new matter objections and rejections made in sections 2-7 above in the next communication sent in response to the present Office Action.

10. Claims 1-10, 12, 14-17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Douglas et al. (hereinafter Douglas) (U. S. Patent No. 6,039,688) in view of Applicant's admitted prior art.

A. Claim 1 has been amended now to recite a method of managing the use of a medical insurance plan by members thereof, the method comprising:

- i. receiving, by an insurance provider, one of a premium payment and a contribution payment from members of the medical insurance plan (Douglas; col. 2, lines 9-22, col. 5, lines 28-34), wherein the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment (Douglas; col. 2, lines 9-22, col. 5, lines 28-34);
- ii. providing, by the insurance provider, to members who one of pay such premiums and make such contributions, at least one of
 - a. relevant health services (Douglas; col. 2, lines 9-22, col. 6, lines 27-48), and
 - b. assistance in defraying expenses incurred in connection with rendering such relevant health services

Douglas fails to expressly teach the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment and providing, by the insurance provider, to members who one of pay such premiums and make such contributions, at least one of relevant health services, and assistance in defraying expenses incurred in connection with rendering such relevant health services.

However, these features are well known in the art, as evidenced by Applicant's admitted prior art.

In particular, Applicant's admitted prior art discloses definition of the term "business of a medical scheme": the business of undertaking liability in return for a premium or contribution a) to make provision for the obtaining of any relevant health service; b) to grant assistance in defraying expenditure incurred in connection with the rendering of any relevant health service; and c) where applicable, to render a relevant health service, either by the medical scheme itself, or by any supplier or group of suppliers of a relevant health service or by any person, in association with or in terms of an agreement with a medical scheme;" (par.: 0012-0016).

It would have been obvious to one having ordinary skill in the art at the time of the invention to include the aforementioned limitation as disclosed by Applicant's admitted prior art, which is the definition of a medical plan,

with the motivation of providing clarification of the benefits of an insurance plan.

iii. defining, by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan (Douglas et al.; col. 6, lines 7-13);

iv. offering, by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan (Douglas et al.; col. 6, lines 27-38);

v. monitoring, by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member (Douglas et al.; col. 7, lines 54-65 and col. 10, lines 9-16);

vi. allocating, by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services (Douglas et al.; col. 14, lines 38-42); and

vii. allocating, by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values (Douglas et al.; col. 14, lines 42-47).

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- B. Claim 2 has been amended now to recite the method according to claim 1 wherein the at least one of a plurality of health-related facilities and a plurality of health-related services includes at least one of the group consisting of membership of health clubs, membership of gymnasiums, membership of fitness programs, weight loss programs, and programs to quit smoking (Douglas et al.; col. 5, line 60 to col. 6, line 6).
- C. Claim 3 has been amended now to recite the method according to claim 2 wherein the at least one of a plurality of health-related facilities and a plurality of health-related services further includes predetermined preventive medical procedures (Douglas et al.; col. 2, lines 23-47).
- D. Claim 4 has been amended now to recite The method according to claim 2 wherein the at least one of a plurality of health-related facilities and a plurality of health-related services further includes a medical advice service (Douglas et al.; col. 14, lines 46-52 and col. 15, lines 1-4).
- E. Claim 5 has been amended now to recite the method according to claim 2 wherein the at least one of a plurality of health-related facilities and a plurality of health-related services further includes predetermined procedures (Douglas et al.; col. 15, lines 25-39).
- F. Claim 6 has been amended now to recite the method according to claim 5 wherein the predetermined procedures include at least one of the group consisting of advance pre-authorization of hospitalization, advance pre-

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authorization of treatment, registration for electronic funds transfer and compliance with preferred procedures (Douglas et al.; col. 5, lines 45-51).

G. Claim 7 has been amended now to recite the method according to claim 1 wherein a reward allocated to a member is at least one of linked to number of annual claims associated with the member and whether or not the member has been hospitalized, in a predetermined period of time (Douglas et al.; col. 14, lines 38-42 and col. 17, line 64 to col. 18, line 5).

H. Claim 8 has been amended now to recite the method according to claim 7 wherein the reward allocated to the member includes at least one of the group consisting of: prizes allocated on a basis of a draw, a magnitude of a member's credit value being related to a chance of winning the draw, access to at least one of health-related facilities and health-related services for family members, decreased premium payments according to a predetermined plan, and increased benefit payments according to a predetermined plan (Douglas et al.; col. 5, lines 52-59).

I. Claim 9 has been amended now to recite the method according to claim 1 wherein a reward allocated to a member is not actually given to the member before at least one of a predetermined period has passed or the member has attained a predetermined age (Douglas et al.; col. 18, line 66 to col.19, line 2).

J. Claim 10 has been amended now to recite the method according to claim 9 wherein the reward allocated is forfeited by the member if they are not still a member of the medical insurance plan after the predetermined period has

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passed or after the member has attained such predetermined age (Douglas et al.; col. 14, lines 38-47).

K. Claim 14 has been amended now to recite the method according to claim 1, further comprises:

- i. the insurance provider offering the at least one of a plurality of health-related facilities and a plurality of health-related services in conjunction with third party service providers that provide at least one of health related facilities and health-related services in the at least one of a plurality of health-related facilities and a plurality of health-related services offered by the insurance provider(Douglas; col. 5, lines 28-38); and
- ii. monitoring usage of the at least one of health-related facilities and health-related services provided by the third party service providers by members by receiving information from the third party service providers detailing the use usage of the at least one of health-related facilities and health-related services by the members (Douglas; col. 6, lines 2-6, Fig. 1).

L. Claim 15 has been amended now to recite the method according to claim 14 wherein the members only pay a once off activation fee to gain access to the at least one of a plurality of health-related facilities and a plurality of health-related services (Douglas; col. 2, lines 9-22).

M. Newly added claim 16 recites the method of claim 1, further comprising: providing, by the insurance provider, one of a full payment and a partial payment to one of a health-related facility and a health-related service in the at least one

of a plurality of health-related, facilities and a plurality of health-related services that has been used by a member of the medical insurance plan, wherein the one of a full payment and a partial payment is on behalf of the member.

Douglas fails to expressly teach providing, by the insurance provider, one of a full payment and a partial payment to one of a health-related facility and a health-related service in the at least one of a plurality of health-related, facilities and a plurality of health-related services that has been used by a member of the medical insurance plan, wherein the one of a full payment and a partial payment is on behalf of the member.

However, these features are well known in the art, as evidenced by Applicant's admitted prior art.

In particular, Applicant's admitted prior art discloses definition of the term "business of a medical scheme": the business of undertaking liability in return for a premium or contribution a) to make provision for the obtaining of any relevant health service; b) to grant assistance in defraying expenditure incurred in connection with the rendering of any relevant health service; and c) where applicable, to render a relevant health service, either by the medical scheme itself, or by any supplier or group of suppliers of a relevant health service or by any person, in association with or in terms of an agreement with a medical scheme;" (par.: 0012-0016).

It would have been obvious to one having ordinary skill in the art at the time of the invention to include the aforementioned limitation as disclosed

by Applicant's admitted prior art, which is the definition of a medical plan, with the motivation of providing clarification of the benefits of an insurance plan.

N. Newly added claim 17 recites the method of claim 1, further comprising: providing, by the insurance provider, discounted usage fees to the members for the at least one of a plurality of health-related facilities and a plurality of health-related services.

Douglas fails to expressly teach providing, by the insurance provider, discounted usage fees to the members for the at least one of a plurality of health-related facilities and a plurality of health-related services.

However, these features are well known in the art, as evidenced by Applicant's admitted prior art.

In particular, Applicant's admitted prior art discloses definition of the term "business of a medical scheme": the business of undertaking liability in return for a premium or contribution a) to make provision for the obtaining of any relevant health service; b) to grant assistance in defraying expenditure incurred in connection with the rendering of any relevant health service; and c) where applicable, to render a relevant health service, either by the medical scheme itself, or by any supplier or group of suppliers of a relevant health service or by any person, in association with or in terms of an agreement with a medical scheme" (par.: 0012-0016).

It would have been obvious to one having ordinary skill in the art at the time of the invention to include the aforementioned limitation as disclosed by Applicant's admitted prior art, which is the definition of a medical plan, with the motivation of providing clarification of the benefits of an insurance plan.

11. Claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over Douglas et al. (hereinafter Douglas) (U.S. Patent No. 6,039,688), Applicant's admitted prior art and further in view of Ballantyne et al. (hereinafter Ballantyne) (U.S. Patent No. 5,867,821).

A. Claim 12 has been amended now to recite the method according to claim 3 wherein the preventive medical procedures include vaccinations.

Douglas fails to expressly teach the vaccination information. However, this feature is well known in the art, as evidenced by Ballantyne.

In particular, Ballantyne discloses vaccination information (Ballantyne; col. 15, lines 41-47).

It would have been obvious to one having ordinary skill in the art at the time of the invention to include the aforementioned limitation as disclosed by Ballantyne with the motivation of enhancing healthcare quality (Ballantyne; col. 2, lines 55-62).

Response to Arguments

12. Applicant's following arguments with respect to claims 1-10, 12, 14-17 have been considered but are moot in view of the new ground(s) of rejection:

Douglas fails to teach:

- The behavior modification program is provided to members in response to the members paying a premium and/or a contribution as part of their medical insurance plan.
- Providing to members who pay such premiums or make such contributions, relevant health services, and/or assistance in defraying expenses incurred in connection with rendering such relevant health services.
- Providing by the insurance provider, to members who one of pay such premiums and make such contributions, at least one of relevant health services, and assistance in defraying expenses incurred in connection with rendering such relevant health services.
- An insurance provider that the member pays a contribution or premium to defines at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan and the insurance provider offers the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan.

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- The insurance provider provides a full or partial payment on behalf of the member to a facility or service provider for using the facility or service.
- The insurance provider provides a usage fee discount for a facility of service to a member.
- Wherein a reward allocated to a member is at least one of linked to a number of annual claims associated with the member and whether or not the member has been hospitalized in a predetermined period of time.
- Wherein the reward allocated to the member includes at least one of the group consisting of: prizes allocated on the basis of a draw, the magnitude of a member's credit value being related to the chance of winning the draw; access to health-related facilities and/or services for family members; decreased premium payments according to a predetermined plan; and increased benefit payments according to a predetermined plan

13. Applicant's admitted prior art (The South African "Medical Schemes Act, No. 131 of 1998", Chapter 1, Section 1 – Definitions), describes the term "business of a medical scheme" as the business of undertaking liability in return for a premium or contribution a) to make provision for the obtaining of any relevant health service; b) to grant assistance in defraying expenditure incurred in connection with the rendering of any relevant health service; and c) where applicable, to render a relevant health service, either by the medical scheme itself, or by any supplier or group of suppliers of a relevant health service or by any person, in association with or in terms of an agreement with a medical scheme. Therefore the insurer is to make provision for the obtaining of any

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relevant health service and to grant assistance in defraying expenditure incurred in connection with the rendering of any relevant health service. This section is also the section where Applicant relies on as the description of the claimed invention.

14. Applicant's following arguments filed 1/22/2008 have been fully considered but they are not persuasive. Applicant's arguments will be addressed in the order in which they appear.

In response to Applicant's argument about Douglas fails to teach:

- The insurance provider monitors the members' usage of the facilities or services, and then allocate a credit value and rewards to the members in response to the monitoring.

Examiner respectfully submits that Douglas teaches "...an integrated, computer-implemented, electronically deliverable patient therapeutic behavior modification program, compliance, **monitoring, and feedback system** which supports the design of customized therapeutic behavior and lifestyle modification programs for **subscribers**; accepts the input of current health data for these patients; enables the review of these health records by a physician; **enables the performance of aggregate reviews of such records by health plan payors, such as HMOs, insurance companies**, and large self-insured employers; and **motivates the patient to comply with the program** and make the necessary lifestyle changes through an integrated system of interactive graphical interfaces." In col. 2, lines 9-22. Also, in col. "19, lines 49-57, Douglas teaches "The user interface for the health plan payor is similar to the user interface used by a physician/case

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advisor. When the health plan payor signs onto the system, a main menu screen with a list of options available is provided, as shown in FIG. 49. From here, the payor may choose to view overall compliance status 350, perform case management review 352, perform an utilization review 356, review outcomes 354, or communicate 358, each of which options is described in further detail below. The payor is monitoring the therapeutic behavior modification program.

Conclusion

15. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).
16. A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.
17. Any inquiry concerning this communication or earlier communications from the examiner should be directed to DILEK B. COBANOGU whose telephone number is (571)272-8295. The examiner can normally be reached on 8-4:30.
18. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Christopher L. Gilligan can be reached on 571-272-6770. The fax phone

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number for the organization where this application or proceeding is assigned is 571-273-8300.

19. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/D. B. C./
Examiner, Art Unit 3626
4/28/2008

/Robert Morgan/
Primary Examiner, Art Unit 3626